

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION  
DOCKET NO. 3:11-cr-00447-W**

<b>SALSARITA'S FRANCHISING, LLC and</b>	)	
<b>SALSARITA'S HOLDINGS, LLC,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>vs.</b>	)	<b>PERMANENT INJUNCTION</b>
	)	
<b>ALLEN PARK SALSARITA'S, LLC and</b>	)	
<b>TOMMY OSMAN,</b>	)	
	)	
<b>Defendants.</b>	)	
	)	

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THIS MATTER is before the Court upon motion by Plaintiffs Salsarita's Franchising, LLC and Salsarita's Holdings, LLC, for a Preliminary Injunction (Doc. No. 4) and the subsequent request in the motion for default judgment for a Permanent Injunction (Doc. No. 14). Defendants have never entered an appearance in this matter or otherwise responded to the pleadings. This Court has by separate order entered a judgment by default (Doc. No. 15) in favor of Plaintiffs and against Defendants Allen Park Salsarita's, LLC and Tommy Osman. After reviewing the pleadings and memoranda of law in this action and the relevant authorities, the Court hereby determines that Plaintiffs are entitled to entry of a permanent injunction pursuant to Fed. R. Civ. P. 65. Accordingly, Plaintiff's motions are hereby GRANTED.

Defendants Allen Park Salsarita's LLC and Tommy Osman, and all persons acting in active concert or participation with them, are hereby permanently enjoined as follows:

1. Defendants are enjoined from continuing to operate a restaurant located at 23007 Outer Park Drive, Allen Park, MI 48127 (the "Restaurant") as a Salsarita's® restaurant.
2. Defendants are enjoined from using Salsarita's registered service marks, including Nos.

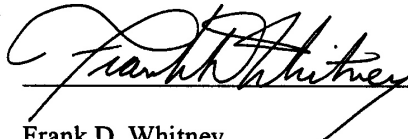
2466514, 2472250, and 3009919, and trademarks, slogans, symbols, and logos (collectively, “the Salsarita’s Marks”) in connection with advertising materials, store signage, products, uniforms, receipts, stationery, menus, forms, or other items; from using Salsarita’s proprietary methods, procedures, and techniques in any manner; and from making any representations or taking any actions to suggest that Defendants are in any way endorsed by, licensed by, sponsored by, affiliated with, or otherwise connected to Salsarita’s.

3. For a two-year period from the date of this permanent injunction, Defendants are enjoined from directly or indirectly owning, managing, operating, maintaining, advising, consulting with, investing in, being employed by, or engaging in any business offering to the public quick service Mexican food and beverage products, whether at 23007 Outer Park Drive, Allen Park, MI 48127, or within a two-mile radius of that location or any other Salsarita’s® restaurant.
4. Defendants are enjoined from using or disclosing Salsarita’s trade secrets and confidential and proprietary materials and, to the extent they have not already done so, are required immediately to return to Salsarita’s all originals and copies of Salsarita’s confidential Operations Manuals and all documents and electronically stored information containing Salsarita’s confidential and proprietary materials.
5. Defendants are required immediately to de-identify the Restaurant, including the removal of any and all exterior and interior signage, graphics, or products bearing any of the Salsarita’s Marks, and shall change the interior color scheme and decor so as to avoid confusion. Defendants shall immediately remove the large exterior Salsarita’s sign at the Restaurant and have the interior of the Restaurant repainted so that it no longer resembles a Salsarita’s® restaurant.

6. Defendants are required immediately to relinquish their rights in the telephone number and listings for the Restaurant and to cancel any assumed name or equivalent registrations in the name of Salsarita's. Defendants shall immediately file any and all necessary papers to change the name of the defendant corporation to a name that does not include "Salsarita's."
7. Plaintiffs shall serve this permanent injunction on Defendants. Defendants shall, within three (3) days of the date of service of this permanent injunction, serve on counsel for Plaintiffs and file with the Court a statement under oath specifying the steps they have taken to bring themselves into full compliance with this permanent injunction.
8. Defendants are advised that any failure to comply with the terms of this permanent injunction may be punishable as contempt.
9. This Court retains jurisdiction for purposes of enforcing compliance of this permanent injunction.

IT IS SO ORDERED.

Signed: January 4, 2012

  
Frank D. Whitney  
United States District Judge

